

**RESOLUTION C-2016-24**

**INTRODUCING: Mosby  
COMMITTEE: A.S.D.**

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE INTER-  
LOCAL AGREEMENT BETWEEN THE CITY OF EVANSVILLE AND  
VANDERBURGH COUNTY CONCERNING THE AREA PLAN DEPARTMENT**

WHEREAS, I.C. 36-1-7 et. seq. provides that political subdivisions and governmental entities may enter into inter-local agreements to exercise certain powers authorized by state statute; and

WHEREAS, the City of Evansville ("City") and Vanderburgh County ("County") entered into an inter-local agreement on or about 5 December 1988, effective as of 1 January 1989 ("Inter-Local Agreement"); and

WHEREAS, on or about 27 February 2014 the City and County amended the Inter-Local Agreement; and

WHEREAS, on 30 October 2014, the County provided notice to the City of its intent to terminate the Inter-Local Agreement effective 31 December 2015, but the parties then agreed to modify the Inter-Local Agreement in lieu of termination; and

WHEREAS, pursuant to Article IV of the Inter-Local Agreement, the last three (3) year renewal term ended on 31 December 2015, and the new three (3) year renewal period commenced on 1 January 2016; and

WHEREAS, the Inter-Local Agreement previous split the budget for the Area Plan Commission with eighty-five percent (85%) attributable to the County and fifteen percent (15%) attributable to the City; and

WHEREAS, the City and County have agreed to revise the Inter-Local Agreement in accordance with the attached Exhibit A so that the formula split is fifty percent (50%) for each party, which is more in line with other City and County inter-local agreements as well the actual work performed by the Area Plan Commission staff.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Evansville, Indiana, that the Second Amendment to the Inter-Local Agreement Agreement, attached hereto as Exhibit A, between the City of Evansville and Vanderburgh County is ratified, authorized, confirmed, and approved.

**FILED**

**AUG 02 2016**

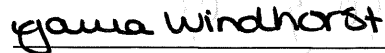
*Anna Widener*  
CITY CLERK

PASSED BY the Common Council of the City of Evansville, Indiana, on the 8 day of August, 2016, and on said day signed by the President of the Common Council and attested by the City Clerk.



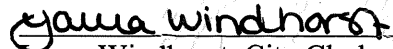
Missy Mosby  
President of the Common Council

ATTEST:



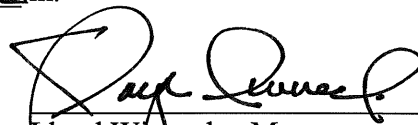
Laura Windhorst, City Clerk  
City of Evansville, Indiana

Presented to me, the undersigned, City Clerk of the City of Evansville, Indiana, and to the Mayor of said City, the 10 day of August, 2016, at 4:30 o'clock p.m. for his consideration and action thereon.



Laura Windhorst, City Clerk  
City of Evansville, Indiana

Having examined the foregoing ordinance, I do now, as Mayor of the City of Evansville, Indiana, approve said ordinance and return the same to the City Clerk this 10th day of August, 2016, at 11:30 o'clock a.m.



Lloyd Winnecke, Mayor  
City of Evansville, Indiana

EXHIBIT A

**SECOND AMENDMENT TO INTER-LOCAL AGREEMENT BETWEEN THE CITY OF  
EVANSVILLE AND VANDERBURGH COUNTY CONCERNING THE AREA PLANNING  
DEPARTMENT**

**WHEREAS**, I.C. 36-1-7 et. seq. provides that political subdivisions and governmental entities may enter into inter-local agreements to exercise certain powers authorized by State statute; and

**WHEREAS**, the City of Evansville ("City") and Vanderburgh County ("County") entered into an Inter-Local Agreement on or about December 5, 1988, but effective as of January 1, 1989. A copy of such Inter-Local Agreement is attached hereto as Exhibit "1"; and

**WHEREAS**, on or about February 27, 2014, the City and County amended the Inter-Local Agreement. A copy of such Amendment is attached hereto as Exhibit "2"; and

**WHEREAS**, on October 30, 2014, County provided notice to City of its intent to terminate the Inter-Local Agreement effective December 31, 2015. However, since such time, representatives of the City and the County have agreed to once again modify the Inter-Local Agreement; and

**WHEREAS**, pursuant to Article IV of the Inter-Local Agreement, the last three (3) year renewal term ended on December 31, 2015, and the new three (3) year renewal period commenced on January 1, 2016; and

**WHEREAS**, the City and the County now wish to further amend the Inter-Local Agreement as set forth herein.

**NOW, THEREFORE**, for and in consideration of the promises and mutual agreements of the parties hereto, the City and the County hereby agree to further amend the Inter-Local Agreement as follows:

1. The first sentence of Article II of the Inter-Local Agreement which reads "The Department shall be funded eighty-five percent (85%) by the County and fifteen percent (15%) by the City" shall be deleted in its entirety and the following sentence shall be substituted in lieu thereof: "The Department shall be funded fifty percent (50%) by the County and fifty percent (50%) by the City."

2. The second paragraph of Article III B of the Inter-Local Agreement is hereby deleted and substituted with the following language:

All property purchased by the Department after January 1, 2016 shall be owned jointly by the parties in the percentage that each party contributes to the budget. The County contributing fifty percent (50%) of the budget shall be the owner of fifty percent (50%) of said property and the City contributing fifty percent (50%) of the budget shall be the owner of fifty percent (50%) of said property. However, all property purchased by the Department prior to January 1, 2016 shall be owned eighty-five percent (85%) by the County and fifteen percent (15%) by the City. In the event the percentage allocation of the budget is further modified by the parties, the percentage allocation of ownership of property shall be modified

as of the same date to properly reflect property ownership for property purchased after the date of said modification.

3. This Amendment to Inter-Local Agreement shall take effect as of January 1, 2016.

4. In all other respects, the Inter-Local Agreement shall continue in full force and effect except as modified by this Inter-Local Agreement.

## CITY OF EVANSVILLE

Approved by the Board of Public Works,  
of the City of Evansville, Indiana this 21<sup>ST</sup> day  
of July, 2016.

Mandy Amick  
President, Board of Public Works

Approved by the Common Council of the City of  
Evansville, Indiana this 8 day  
of August, 2016.

Mary Moody  
President of the Common Council of the  
City of Evansville

Approved by the Mayor of the City of Evansville,  
Indiana this 10 day of August, 2016.

Lloyd Winnecke  
Lloyd Winnecke, Mayor of the City of Evansville

Laura Windhorst  
Laura Windhorst, City Clerk for the City  
of Evansville, Indiana

ATTEST:

Brian A. Gerth  
Brian A. Gerth, Auditor of Vanderburgh County

## COUNTY OF VANDERBURGH

Approved by the County Commissioners of  
Vanderburgh County, Indiana this 19<sup>th</sup> day  
of July, 2016.

Bruce Ungethiem  
Bruce Ungethiem, President

Joe Kiefer  
Joe Kiefer, Vice-President

Stephen Melcher  
Stephen Melcher, Member

Approved by the County Council of  
Vanderburgh County, Indiana this 3<sup>rd</sup> day of  
August, 2016.

Angela Kullen Kridner  
President, County Council of Vanderburgh  
County

Mike Gabel  
Member

James Hobbs  
Member

Joe Mantel  
Member

Stephane Jay  
Member

Ed Bussemui  
Member

Lu Sheth  
Member

# EXHIBIT “1”

88-22481

MISC. DRAWER 3 CARD 25

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF VANDERBURGH COUNTY  
APPROVING AN AGREEMENT WITH CITY OF EVANSVILLE CONCERNING  
THE AREA PLANNING DEPARTMENT**

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WHEREAS, Chapter 153 of the Vanderburgh County Code of Ordinances and Chapter 153 of the Municipal Code of the City of Evansville establish and regulate an Area Planning Commission, Area Board of Zoning Appeals and their staff as provided in I.C. 36-7-4; and

WHEREAS, the County of Vanderburgh and the City of Evansville desire to enter into a new agreement regarding the funding of an Area Planning Department;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Vanderburgh County, as follows:

**Section I. Approval of Agreement**

The Agreement attached hereto and incorporated herein between Vanderburgh County and the City of Evansville concerning the funding of an Area Planning Department is hereby approved. The Board of Commissioners of Vanderburgh County are hereby authorized to execute said Agreement on behalf of Vanderburgh County.

**Section II. Effective Date**

This Resolution shall be in full force and effect from and after its signing by the Board of Commissioners of Vanderburgh County.

RECEIVED  
FOR RECORD  
DEC 5 3 29 PM '68  
BOB STUEBE  
RECORDER OF  
VANDERBURGH COUNTY



**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF EVANSVILLE  
APPROVING AN AGREEMENT WITH VANDERBURGH COUNTY CONCERNING  
THE AREA PLANNING DEPARTMENT**

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WHEREAS, Chapter 153 of the Municipal Code of the City of Evansville and Chapter 153 of the Vanderburgh County Code of Ordinances establish and regulate an Area Planning Commission, Area Board of Zoning Appeals and their staff as provided in I.C. 36-7-4; and

WHEREAS, the City of Evansville and Vanderburgh County desire to enter into a new agreement regarding the funding of an Area Planning Department;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Evansville, Indiana, as follows:

Section I. Approval of Agreement

The Agreement attached hereto and incorporated herein between the City of Evansville and Vanderburgh County concerning the funding of an Area Planning Department is hereby approved. The President of City Council and the Mayor of the City of Evansville are hereby authorized to execute said Agreement on behalf of the City of Evansville, Indiana.

Section II. Effective Date

This Resolution shall be in full force and effect from and after its passage by the Common Council and signing by the Mayor.

**FILED**

NOV 16 1988

*Betty Lou Jarboe*  
CLERK

INTER-LOCAL AGREEMENT TO PROVIDE FOR THE FUNDING  
OF AN AREA PLANNING DEPARTMENT

This Inter-Local Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1988, pursuant to I.C. 36-1-7, by and between the City of Evansville, Indiana (hereinafter referred to as "CITY") and Vanderburgh County, Indiana (hereinafter referred to as "COUNTY"), under terms, covenants, conditions, commitments and agreements as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to provide for the funding of an Area Planning Department (hereinafter referred to as "DEPARTMENT") in Vanderburgh County Government, pursuant to I.C. 36-7-4-202(b), having:

- (1) An Area Plan Commission;
- (2) An Area Board of Zoning Appeals;
- (3) An Executive Director; and
- (4) Such staff as the Area Plan Commission considers necessary, subject to funding.

The Area Plan Commission, Area Board of Zoning Appeals and the staff shall exist and operate under the authority of the Area Planning Law found in I.C. 36-7-4, as adopted by Chapter 153 of the Municipal Code of the City of Evansville and Chapter 153 of the Vanderburgh County, Indiana, Code of Ordinances.

ARTICLE II. FINANCING AND BUDGET

The Department shall be funded eighty-five percent (85%) by the COUNTY and fifteen percent (15%) by the CITY. The annual budget for the DEPARTMENT shall be submitted to and approved by both the Evansville City Council and Vanderburgh County Council. The Evansville City Council and the Vanderburgh County Council, or a committee of said councils, may meet in concert for consideration of the budget or an amendment thereto. The Auditor of Vanderburgh County shall bill the CITY on a monthly basis; the CITY shall reimburse the COUNTY in a prompt manner for the City's share of the budget. The auditor shall follow procedures for Counties in the payment of vouchers and shall pay vouchers only according to the budget as passed by the City Council and the County Council.

### ARTICLE III. ADMINISTRATION

#### A. Authority

The Area Plan Commission, the Area Board of Zoning Appeals and the Executive Director and the staff of the Executive Director shall have such authority as is provided under the Area Plan Law found in I.C. 36-7-4 and as may be provided in the Municipal Code of the City of Evansville and in the Code of Ordinances of Vanderburgh County, Indiana.

#### B. Property Ownership and Disposition upon Termination

A party transferring property to the DEPARTMENT shall retain title thereto. The DEPARTMENT shall have the right to the use and possession of said property. Upon termination, the party transferring said property shall have said property returned to it. The parties hereto agree and acknowledge that all property of the DEPARTMENT purchased by the DEPARTMENT before the date of this agreement is and shall remain the property of the COUNTY.

All property purchased by the DEPARTMENT after the date of this agreement shall be owned jointly by the parties in the percentage that each party contributes to the budget. The COUNTY contributing eighty-five percent (85%) of the budget is the owner of eighty-five percent (85%) of said property, and the CITY contributing fifteen percent (15%) of the budget is the owner of fifteen percent (15%) of said property. In the event the percentage allocation of the budget is modified, the percentage allocation of ownership of property shall be modified that same date to properly reflect property ownership for property purchased after the date of said modification.

In the event of the termination of this agreement, the parties shall, by appropriate means, distribute said property of the DEPARTMENT on the basis of percentages hereinabove set out, and the value of the property shall be the actual cash value of the property. Appropriate means shall include, but shall not be limited to, one party buying out the interest of the other party or a sale of the property either in total or in part. If the parties cannot agree as to the value of the property, the property shall be appraised by appraisers appointed by the Superior or Circuit Court of Vanderburgh County.

C. The County Auditor shall have the duty to receive, disperse and account for all monies of the DEPARTMENT.

D. Employees

Persons employed by the DEPARTMENT shall be considered employees of the COUNTY and shall be subject to the county's employment policies. All costs and expenses of the DEPARTMENT arising from employment of individuals shall be shared by the CITY and COUNTY in the same percentages as other costs and expenses are shared herein. For purposes of determining longevity and benefits, credit shall be given for service as an employee to the DEPARTMENT prior to the date of this agreement regardless of whether the employee was paid by the CITY or COUNTY.

ARTICLE IV. Duration

This agreement is for a period of three (3) years commencing on January 1, 1989 and shall be automatically renewed for additional periods of three (3) years unless either party hereto gives the other party written notice of its intent to terminate this agreement, which written notice shall be received by the other party no later than one (1) year before the expiration or termination of this agreement. Any notice required by this article is effective if sent as follows:

To the City:

City Controller  
300 Administration Building  
Civic Center Complex  
Evansville, IN 47708

To the County:

Office of the Vanderburgh County Commissioners  
305 Administration Building  
Civic Center Complex  
Evansville, IN 47708

ARTICLE V. AMENDMENT

This Agreement may not be amended except in writing upon approval by the parties to this agreement.

ARTICLE VI. ENFORCEMENT

Each party shall have the right to enforce this agreement, and if suit is necessary, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE VII. AUTHORIZATION

Prior to execution of this agreement, each party shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this agreement.

ARTICLE VIII. LIABILITIES

Each party to this agreement shall be responsible for all debts and liabilities of the DEPARTMENT incurred after the effective date of this agreement in the same proportion as they contribute to the funding of the DEPARTMENT as provided in Article II.

ARTICLE IX. SEVERABILITY

If any part of this agreement is adjudged invalid, such adjudication shall not affect the validity of the agreement as a whole or of any other part.

CITY OF EVANSVILLE

Approved this 28th day of November, 1988, by the Common Council of the City of Evansville, Indiana


James M. Lender  
President, City Council

Approved this 28th day of November, 1988, by the Mayor of the City of Evansville, Indiana.

Paul H. Lender  
Mayor, City of Evansville

ATTEST:

Barbara L. Jarboe  
City Clerk



COUNTY OF VANDERBURGH

Approved this 5 day of December, 1988, by the County Commissioners

Richard J. Barnes  
Member

Robert W. Miller  
Member

James J. Cox  
Member

Approved this 9th day of November, 1988, by the County Council

Shirley A. ...  
Member

Mildred A. ...  
Member

Robert L. ...  
Member

...  
Member

Harold L. Elliott  
Member

Betty J. Hermann  
Member

Cecil Woodman  
Member

ATTEST: Tom Humphrey  
Auditor of Vanderburgh County

# **EXHIBIT “2”**



**AMENDMENT TO INTER-LOCAL AGREEMENT TO PROVIDE  
FOR THE FUNDING OF AN AREA PLANNING DEPARTMENT**

This is an Amendment to an Inter-Local Agreement ("Amendment") made and entered into in November of 1988 pursuant to I.C. 36-1-7 ("Inter-Local Agreement"), by and between the City of Evansville, Indiana acting by and through its Board of Public Works (hereinafter referred to as "City") and Vanderburgh County, Indiana (hereinafter referred to as "County"), with this Amendment being dated this 27<sup>th</sup> day of February, 2014.

WHEREAS, the City and the County entered into the Inter-Local Agreement in November of 1988, but effective as of January 1, 1989; and

WHEREAS, the City and the County now wish to amend the Inter-Local Agreement as set forth herein.

NOW THEREFORE, for and in consideration of the premises and the mutual agreements of the parties hereto, one and to the other, the parties do hereby agree to amend the Inter-Local Agreement as follows:

1. The second to last sentence of Article II of the Inter-Local Agreement which reads "The Auditor of Vanderburgh County shall bill the City on a monthly basis; the City shall reimburse the County in a prompt manner for the City's share of the budget" is deleted in its entirety.

2. Section C of Article II of the Inter-Local Agreement is deleted in its entirety and the following is substituted in lieu thereof:

C. Receipts by the Department, accounting therefor, and disbursement thereof:

1. The Department will use the Tyler Technology MUNIS Accounting System for the collection of and will deposit all of revenue received by it within City accounts as designated by the City.
2. By May 10, 2014, and the 10<sup>th</sup> day of each month thereafter during the term of this Inter-Local Agreement, the City will give a report ("Report") to the County of all revenue of the Department deposited in City accounts for the previous month and on issuing such Report, the City shall include a check made payable to the County for the County's 85% share of such revenue.
3. By May 10, 2014, and the 10<sup>th</sup> day of each month thereafter during the term of this Inter-Local Agreement, the County shall invoice the City for the City's 15% portion of the Department's expenditures for the preceding month, and the City shall pay such invoices by the end of the month in which received.




4. In all other respect the Inter-Local Agreement shall continue in full force and effect except as modified by this Amendment.

CITY OF EVANSVILLE


Approved by the Board of Public Works,  
of the City of Evansville, Indiana this 27<sup>th</sup> day  
of February, 2014

  
Marty Amster, President Board of Public Works

Approved by the Common Council of the City of  
Evansville, Indiana this 10<sup>th</sup> day of  
March, 2014


  
John Friend, President of the Common Council  
Of the City of Evansville

Approved by the Mayor of the City  
of Evansville, Indiana this 12<sup>th</sup>  
day of March, 2014

  
Lloyd Winnecke, Mayor of the  
City of Evansville

  
Laura Windhorst, City Clerk for the  
City of Evansville, Indiana DEPUTY


Attest:

  
Joe Gries, Auditor of Vanderburgh County

COUNTY OF VANDERBURGH


Approved by the County Commissioners  
of Vanderburgh County, Indiana this 18<sup>th</sup>  
day of March, 2014

  
Joe Kiefer, President

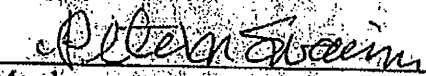
  
Member

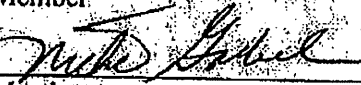
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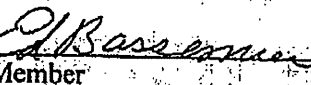
Approved by the County Council of  
Vanderburgh County, Indiana  
this 9<sup>th</sup> day of April, 2014

  
Tom Shetler, Jr., President  
County Council of Vanderburgh County

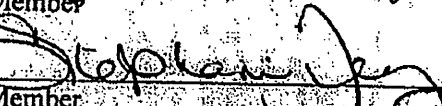
  
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